

[Blue Highlight] - Means Hyperlinked. Some of these documents are in existence and can be linked to. Others, may need to be drafted at a later date.

[Yellow Highlight] - Means information that is subject to change.

[Green Highlight] - Means things added since last meeting.

TERMS OF SERVICE

Last Modified: **[Date]**

Welcome to Co-Lab-o-Rate! Please read these Terms of Service carefully before using the services offered by Co-Lab-o-Rate (the “Services”). These Terms apply to the website and all services provided on Co-Lab-o-Rate.com (the “Website”).

These Terms of Service are entered into by and between you (“You” or “members”) and Co-Lab-o-Rate (the “Company,” “us” or “we”). The following terms and conditions, together with the [Privacy Policy, Commercial Artist Engagement Agreement, and Non-Commercial Artist Agreement, and Member Credo](#) (collectively, “Terms of Service” or “Terms”), govern your access to and use of the Services whether as a visitor or registered member.

IMPORTANT NOTICE: SECTION 15.2, ARBITRATION AND CLASS ACTION WAIVER, CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES WITH CO-LAB-O-RATE THROUGH BINDING AND FINAL ARBITRATION. ADDITIONALLY, YOU WILL ONLY BE PERMITTED TO PURSUE SUCH CLAIMS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER. YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, AND REPRESENTATIVE ACTIONS.

1. Acceptance of the Terms

1.1 Acceptance. By using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms as set forth below. If you do not agree to these Terms, you must not use the Services.

2. Authority and Age

2.1 Authority. You are not, and will not be, under any restriction preventing you from entering into, performing according to, and complying with all of the Terms.

2.2 Age. Co-Lab-o-Rate is offered and available to users of all ages. By using the Website, you represent and warrant that you are either of legal age to form a binding contract with Co-Lab-o-Rate, or if you are under the age of 18, that you have appropriate parental or legal guardian consent, permission, or supervision. For children 13 years old and under, a parent or legal

guardian must provide Co-Lab-o-Rate with verifiable consent. Please see our [\[Privacy Policy\]](#) for a more detailed explanation of what information we collect, how we use that information, specific privacy practices for children under 13 years old, and how to provide us with verifiable parental consent.

2.3 Permission by Parent or Guardian. If you are under 18 years of age, you represent and warrant that you have your parent or legal guardian's permission to use the Service. Please have them read these Terms with you.

If you are a parent or legal guardian of a member under 18 years of age, by allowing your child to use the Service, you are subject to these Terms and are responsible for your child's activity on the Service.

2.4 Businesses. If you are using the Services in connection with a company or organization, you represent and warrant that you have the authority to act on behalf of that entity, and that such entity agrees to these Terms.

3. Account Information

3.1 Account Creation. To gain access to some of the Services, you will need to create an account.

3.2 Name Selection. In the account creation process, you must create a username and password. You are prohibited from choosing a username that is harmful, abusive, sexually explicit, racially or ethnically offensive, defamatory, vulgar, infringing on someone's intellectual property rights, or otherwise violates these Terms.

3.3 Accuracy of Information. You agree that all information you submit during the account creation process is accurate and truthful. You further agree to continue to update your account information to ensure the continuing accuracy of the information. You are prohibited from providing false information or impersonating another person or company.

3.4 Account Activity. You are solely responsible for all activity on your account. You agree that you will not disclose, either willfully or negligently, your username and/or password to any third party. Furthermore, you agree not to allow a third party to use your account to access the Service. You are personally liable for any damage or loss incurred by Co-Lab-o-Rate or any third party due to unauthorized use of your account. Members are expressly prohibited from selling their account.

3.5 Marketing Opt-Out. Co-Lab-o-Rate may send members notifications about raffles and contests. You may adjust your notification and marketing preferences in the [\[Notifications\]](#) page of your account.

3.6 Account Deletion. You may delete your account at any time by following the steps located at the bottom of your [\[Account Page\]](#). You understand that upon deletion of your Account, you will lose access to part or all of the Services.

3.7 Relationship. Using the Services with or without an account does not create any agency, partnership, employment, joint venture, or franchise relationship between you and Co-Lab-o-Rate.

[No Number Yet] Fees, Taxes, and Royalties

Transaction Fees. Co-Lab-o-Rate charges the transaction a set fee for using the Services. The fees we charge for using the Services are listed on our [\[Fees\]](#) page. We may change the fees from time to time. In the event we change the fees, we will update the [\[Fees\]](#) page and notify you [\[X\]](#) days in advance.

Fee Avoidance. Any action by members to avoid paying a fee is considered fee avoidance and is strictly prohibited by Co-Lab-o-Rate. A transaction initiated on Co-Lab-o-Rate may not be complete off of Co-Lab-o-Rate. Members may not misrepresent the price of goods for the purpose of avoiding Co-Lab-o-Rate transaction fees.

Taxes. You are responsible for collecting and paying any taxes associated with using and making sales through Co-Lab-o-Rate.

Royalties. Royalties for on-platform transactions, meaning transactions that take place via Co-Lab-o-Rate and its Services, will be automatically handled by Co-Lab-o-Rate and paid to the necessary members on a monthly basis. For transactions taking place off-platform, meaning transactions agreed and entered into off of the Website and its Services, royalties will be handled by the board originator. Please review the [\[Commercial Board Agreement\]](#) for a precise breakdown of the royalty payment options.

4. Code of Conduct

4.1 Use of the Services. You shall only use the Website and Services as expressly permitted by these Terms. Any violation of these Terms may result in termination of your account.

4.2 Violations of Law. You shall not use the Website and Services to violate any federal, state, local, or international law or regulation, including, but not limited to those related to copyright, patent, trademark, publicity, and privacy. Ignorance of the law is not a defense. Violations of the law may result in the termination of your account and legal actions against you.

4.3 Rights and Licenses to Content. You represent and warrant that you have all the necessary licenses, rights, and permissions in the artwork, photography, music, or other original media you upload, create, or produce (the “Content”) on the Site.

4.4 Prohibited Activities. You shall not:

- a. Use the Website or Services to upload Content that contains viruses of any kind, malicious software, or other programs that may harm computers, networks, or other property;
- b. Circumvent, modify, assist, or encourage any person or company in circumventing or modifying security measures on the Website;
- c. Use the service to harass, defame, threaten, or discriminate against another person or company;
- d. Use the service to impersonate a person or company or otherwise hold yourself out to be someone else or a representative of another person or entity when using the Service;
- e. Distribute or reproduce all or any part of the Website or the Service;
- f. Alter, copy, or reverse engineer any part of the Website or the Service, or otherwise attempt to get the source code;
- g. Use the Website or Service for any unlawful or unauthorized purpose;
- h. Crawl, **scrape**, or spider any page of the Website;
- i. Download, copy, screenshot, or otherwise save the content of other members without their permission;
- j. Use member provided Content to train AI or other deep learning algorithms.

Violation of this section may result in the termination of your account. Co-Lab-o-Rate will notify you of any action taken against you or your account. Upon such termination, you will have no legal or contractual right to continue to use the Service.

4.5 Member Generated Content. All Content you create, generate, or provide is not owned or reviewed by Co-Lab-o-Rate. As a result, you are personally responsible for all Content you create, generate, upload, or provide to the Website and the Services.

4.6 Prohibited Content-Related Activities. You shall not create, upload, or distribute any Content on the Website or Services which:

- a. You are not the creator or owner of all rights to;
- b. You do not have the creator's and owner's consent to recreate, publish, transfer, or distribute;
- c. Consists of unauthorized private information about any person, entity, or corporation;
- d. Involves commercial advertising or promotional activities not expressly requested by the **board's** creator;
- e. Promotes or encourages illegal activity, or advocates, promotes or assists any unlawful act;
- f. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- g. Constitutes defamation;
- h. Promotes sexually explicit material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- i. Gives the impression that such Content is endorsed by us or any other person or entity, if that is not the case.

4.7 Removal of Violative Content. Co-Lab-o-Rate reserves the right to remove any Content from the Services that Co-Lab-o-Rate, in its sole discretion, deems to be in breach of these Terms.

4.8 Filing of Appropriate Infringement Actions. You shall only file an **Infringement Complaint** in situations in which you have actual knowledge of the misuse of, or the infringement of, your copyrighted content. You may not file fraudulent **Infringement Complaints**. Repeat violations of this provision may result in account suspension or termination.

4.9 Rights to Uploaded Music. If you upload music to the Services in order to create a playlist for your commercial or noncommercial board, you shall have all of the rights, licenses, and permissions to such music, or reasonably believe uploading such music is not infringing.

4.10 Removal of Content and Music.

5. Ownership of Your Content

5.1 Member Created Content. You own all the Content you create, upload, or provide in connection with the Service, including reference photos. Co-Lab-o-Rate does not own, nor claim ownership rights, in your Content.

Uploader preserves CR until the owner determines what to do with that. DMCA takedown should cover transfer of license.

5.2 Licenses to Member Created Content. You represent that you have the necessary rights and licenses to your Content and that you are not infringing on any third party's rights.

5.3 Reference photos. Members may upload reference photos that are in the public domain. If a member desires to upload a reference photo that is not in the public domain, that member must possess the necessary licenses and ownership rights in such photos.

6. Licenses to Your Content

6.1 Licenses Granted in Your Content. By using the Service to create Content, you grant:

a. Co-Lab-o-Rate a limited, non-exclusive, non-transferable, and non-sublicensable license to Content you create or provide in connection with the Service. Nothing in these Terms should be construed as granting any license or right to use the Service or any other materials found on Co-Lab-o-Rate without the express written permission of Co-Lab-o-Rate or the applicable member/creator, beyond the rights to access, use, and view the Service.

b. Co-Lab-o-Rate a license to use your Content for use in connection with the Services including, but not limited to, promotional and marketing material, and thumbnails. Co-Lab will not sell

7. Unauthorized Content

7.1 Reporting Infringing or Unauthorized Content. Co-Lab-o-Rate is dedicated to the protection of intellectual property rights and is committed to following the appropriate legal procedures to remove infringing content from the Services. If your Content, or content that you have the rights to, has been posted to the Service without your permission and you would like it removed, please follow the steps outlined in our [\[IP Policy\]](#).

7.2 Alleged Infringing or Unauthorized Content. If your Content is alleged to infringe on a third party's intellectual property rights, Co-Lab-o-Rate will take the appropriate action, such as removing it from the Services, if we receive a report of infringement that complies with our policies, or terminating your account if you are found to be a repeat infringer. After three (3) valid infringement claims against you or your account, your account will be terminated. You will

be notified of claims against your content as well as any action taken by Co-Lab-o-Rate in connection with your content and your account.

8. Ownership of Co-Lab-o-Rate's Intellectual Property

8.1 Co-Lab-o-Rate's Branding. Co-Lab-o-Rate's name, logos, brand, trademarks and service marks, website and its entire contents, excluding member created Content, features, and functionality are owned exclusively by Co-Lab-o-Rate or Co-Lab-o-Rate, Inc.

9. Description of the Services – To be sent over by the client

9.1 Co-Lab-o-Rate's Services.

9.2 Raffles and Contests.

10. Co-Lab-o-Rate's Liability

10.1 Disclaimer of Account Information Accuracy. Co-Lab-o-Rate does not warrant or accept any liability as to the accuracy of the information and Content provided by members. If you encounter offensive content, please submit a [Support Ticket](#) to us immediately. Our team will review the submission and will take appropriate action when necessary.

10.2 External Circumstances. You acknowledge that circumstances outside of Co-Lab-o-Rate's control may delay fulfillment or delivery of items purchased via the [Marketplace](#). Co-Lab-o-Rate is not liable for damages resulting from delayed shipment or delivery. Should issues arise regarding third party fulfillment of orders, you agree to address the issue with such third-party provider or your credit card company.

10.3 Content Accessed. While using the Service, you may come across materials that you find offensive. Co-Lab-o-Rate makes no representations regarding Content posted by members through the Service. Co-Lab-o-Rate is not responsible for the copyright compliance, legality, or accuracy of the Content posted by members. You release Co-Lab-o-Rate from all liability relating to such Content.

10.4 Warranties. CO-LAB-O-RATE IS DEDICATED TO MAKING ITS SERVICES AND OFFERINGS THE BEST THEY CAN BE. HOWEVER, CO-LAB-O-RATE IS NOT PERFECT. YOU UNDERSTAND THAT THE SERVICES OFFERED ARE PROVIDED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. CO-LAB-O-RATE EXPRESSLY DISCLAIMS ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

WE DO NOT GUARANTEE THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.5 Limitation on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CO-LAB-O-RATE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10.6 Color Accuracy. You understand and agree that Co-Lab-o-Rate uses reasonable efforts to display the colors of your Content accurately. However, since individual monitors and displays have technical differences and may display colors differently, you agree Co-Lab-o-Rate is not responsible for any color inaccuracy of your Content displayed on the Services.

10.7 AI Training Data Sets. Co-Lab-o-Rate does not permit the use of member Content to train generative AI systems. Such conduct is in violation of these Terms. However, Co-Lab-o-Rate cannot control the conduct of others and as a result, disclaims all liability to you for any damages arising out of AI scraping of the Website. Co-Lab-o-Rate will not initiate suit on your behalf if you suffered any damages resulting from such unauthorized scraping of the Website. Co-Lab-o-Rate may verify member authorship in Content in connection with actions arising out of unauthorized AI dataset training of our Services.

10.8 Issues with Goods Delivered. If a member purchased an item (“Buyer”) and received either a damaged item, the incorrect item, or the item delivered was misrepresented, the Buyer must first contact the seller member (“Seller”) and the Fulfiller in order to address the concern. If such resolution attempts fail, the Buyer may submit a formal complaint to [\[email\]](#) detailing the

issue. Co-Lab-o-Rate, will then notify the Seller about the complaint, and attempt to resolve the issue. Buyers may not submit fraudulent complaints or use the complaint system to get a refund for items that Buyers no longer wish to own. Please see our [Payment and Refund Policy](#) for more information.

11. Indemnification

11.1 Indemnification of Co-Lab-o-Rate. In the event Co-Lab-o-Rate is sued because of something that you created or did, you agree to defend, indemnify and hold harmless, Co-Lab-o-Rate including any of its employees, affiliates, licensors, and service providers from any legal claim or demand that arises from your actions, use, or misuse of the Services, your infringement on a third party's rights, or your violation of these Terms.

11.2 Legal Defense. Co-Lab-o-Rate reserves the right to handle its legal defenses in its sole discretion, even if you are indemnifying us. In which case you agree to cooperate with us and our counsel in order to execute our strategy.

12. Termination

12.1 Termination by Members. You may terminate your account with Co-Lab-o-Rate at any time. Terminating your account will not affect the availability of some of your Content that you created, or jointly created, through the Service prior to termination unless the Content was created exclusively by you.

12.2 Termination by Co-Lab-o-Rate. Co-Lab-o-Rate may terminate or suspend your account if we have reason to believe that you, your content, or your use of the Services violated the Terms. If Co-Lab-o-Rate takes such action, you have no contractual or legal right to continue to use the Service. Co-Lab-o-Rate will notify you of any action taken against your account unless there are legal or regulatory reasons to the contrary. We have the right to cooperate fully with any law enforcement authorities or court orders requesting the disclosure of the identity or other information of anyone creating Content on Co-Lab-o-Rate.com. YOU WAIVE AND HOLD HARMLESS CO-LAB-O-RATE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CO-LAB-O-RATE DURING OR AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CO-LAB-O-RATE OR LAW ENFORCEMENT AUTHORITIES.

12.3 Change or Cessation of Services. Co-Lab-o-Rate reserves the right to modify the Services offered, or to discontinue the Services to you, or any and all members, at any time, for any reason in its sole discretion without notice. Co-Lab-o-Rate is not liable to you for any losses suffered as a result of such action, including but not limited to, your income or ability to generate revenue.

12.4 Payments Owed Upon Termination. In the event of account termination by either you or Co-Lab-o-Rate, you shall pay any outstanding balances on your account within ten (10) business days. **Failure to pay outstanding balances may result in debt collection.**

12.5 Royalties Owed. Co-Lab-o-Rate will provide royalties for transactions on-platform in accordance with our [Royalty Policies](#). Should issues arise with the payment of on-platform royalties, please contact us at [\[email address\]](#). All off-platform transactions and their accompanying royalties will be handled by the board Originator. Should issues arise with off-platform royalties, please contact the board Originator. Please see Section 13 Disputes with Other Members for further information.

13. Third-party Services, Sites, and Materials

13.1 Third Party Services. The Service utilizes third-party sites services, including, but not limited to, Facebook, Google, and Paypal (the “Third Party Services”) [\[this will naturally change with information on any integrated payment services etc.\]](#). As a result, some of the Services provided rely on the availability and operation of such Third Party Services. If the Third Party Services are unavailable, Co-Lab-o-Rate may cease to provide some Services without entitling you or any members to a refund, credit, or other compensation.

13.2 Third Party Fulfilment. Co-Lab-o-Rate utilizes Third-Party Fulfillers (“Fulfillers”) who will manufacture and ship the ordered product as specified in the marketplace transaction. If the Fulfillers are unavailable for any reason, Co-Lab-o-Rate may cease to provide some Services without entitling you or any members to a refund, credit, or other compensation.

13.3 Third Party Registration. Some Third Party Services may require you to register for an account in order to use some of the Services offered by Co-Lab-o-Rate. If any terms and conditions of any Third Party Services conflicts with these Terms, the Terms of the applicable Third Party Service will apply solely to the use of said Third Party’s service.

13.4 Conflicting Terms Between Third Parties and Co-Lab-o-Rate. You acknowledge and understand that Co-Lab-o-Rate does not control the terms, conditions, and privacy policies offered by Third Party Services. Co-Lab-o-Rate encourages you to carefully review the terms, conditions, and privacy policy of Third Party Services before using its services.

13.5 Refunds From Third Party Services. You agree that you are responsible for obtaining a refund from a Third Party Service. Your use of Third Party Services is at your own risk and Co-Lab-o-Rate is not responsible for any losses or damages you suffer resulting from your use of a Third Party Service.

14. Disputes with Other Members

14.1 Encouraged Amicable Resolution. If you find yourself in a dispute with another member of Co-Lab-o-Rate's Services, or a third party, we encourage you to contact the other party and try to resolve the dispute amicably.

14.2 Release of Co-Lab-o-Rate from Disputes Between You and Other Members or Third Parties. You release Co-Lab-o-Rate from any claims, demands, and damages arising out of disputes with other members or third parties.

15. Disputes with Co-Lab-o-Rate

15.1 Governing Law. Co-Lab-o-Rate is a Delaware based B-Corporation. As a result, all matters relating to the Website, the Services, these Terms and Co-Lab o-Rate, shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict of law provision or rules and the laws of any other jurisdiction.

15.2 Forum. Any legal suit, action, or proceeding arising out of, or related to, these Terms against Co-Lab-o-Rate shall be instituted exclusively in [County, State], although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction and to venue in such courts.

15.3 Arbitration and Class Action Waiver. You and Co-Lab-o-Rate agree that disputes or claims arising from, or relating to, these Terms, including but not limited to disputes arising from their interpretation, violation, invalidity, or termination, shall be settled by final and binding arbitration preceded by good-faith negotiation. Arbitration under these Terms will take place on an individual basis and will be administered by the [American Arbitration Association (the "AAA")] under the applicable Consumer Arbitration Rules (the "AAA Consumer Rules"). You understand that by agreeing to these Terms that you are waiving the right to trial by jury or to participate in a class action lawsuit. Notwithstanding the previous provisions, each party has the right to bring an action in court for injunctive or other equitable relief, pending a final decision by the arbitrator.

Cost of Arbitration. Payment for any and all reasonable AAA filing, administrative, and arbitrator fees will be in accordance with the Consumer Arbitration Rules. If the value of your claim does not exceed [Dollar amount], Co-Lab-o-Rate will pay the reasonable filing, administrative, and arbitrator fees unless the arbitrator finds that your claim or the relief sought were frivolous or brought for an improper purpose.

15.4 Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Changes to these Terms

16.1 Updates and Changes. In the event that Co-Lab-o-Rate updates these Terms, we will notify you by posting the changes through the Service and/or sending you an email about the changes. Changes will be effective upon the date and time of posting unless otherwise specified. Your continued use of the Services following any updates to these Terms constitutes your acceptance of the updated Terms. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

17. Contact Us

17.1 If you believe that your content has been infringed, claims should be filed in accordance with our [IP Policy](#).

17.2 Contact Information. If you have questions, concerns, or reservations about the Terms, or if you have suggestions for more inclusive Terms, please contact us at [\[email\]](#).